

<b>JOHN BLOOD,</b>	)	<b>AGBCA Nos. 2005-154-1</b>
	)	<b>2005-160-1</b>
Appellant	)	
	)	
<b>Representing the Appellant:</b>	)	
	)	
John Blood	)	
611 Homestead Road	)	
Flagstaff, Arizona 86001	)	
	)	
<b>Representing the Government:</b>	)	
	)	
Patricia Leigh Disert, Esquire	)	
Office of the General Counsel	)	
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### **ORDER OF THE BOARD OF CONTRACT APPEALS**

January 26, 2006

#### **Opinion for the Board by Administrative Judge VERGILIO.**

On June 6, 2005, the Board received an initial appeal (docketed as AGBCA No. 2005-154-1) from John Blood of Flagstaff, Arizona (contractor), concerning its contract, No. 43-8197-5-0013, with the U. S. Department of Agriculture, Forest Service (Government). This Rose Canyon Thinning and Piling contract involved work with the Santa Catalina Ranger District in the Coronado National Forest in Arizona. The contractor appeals the Government's termination for default of the contract.

On August 2, 2005, the Board received a subsequent appeal (docketed as AGBCA No. 2005-160-1) from the contractor, challenging the assessment of excess procurement costs (\$1,959.60) under the terminated contract. Seeking to recover specific costs under various theories, the contractor also submitted a claim to the contracting officer.

The Board has jurisdiction over these appeals pursuant to the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613, as amended (CDA). After the submission of the appeal file, complaint, and answer in the initial case, the parties successfully engaged in settlement discussions regarding all matters in dispute under the contract. The Government has converted the termination for default to a termination for convenience and is, therefore, not assessing procurement costs. The Government

is to pay the contractor \$11,000 in full and final settlement of disputes under the contract. By letter, the Government will notify the Small Business Administration that the contractor is eligible for awards. By letter dated January 25, 2006, the contractor informed the Board of the settlement, thereby requesting, pursuant to the agreement of the parties, that these matters be dismissed with prejudice.

**DECISION**

Pursuant to the request of the parties, these matters are dismissed with prejudice.

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**JOSEPH A. VERGILIO**

Administrative Judge

**Issued at Washington, D.C.**

**January 26, 2006**